

From: Greg Lovato To: Steven Linder

Date: 4/21/1999 Time: 1:50:46 PM

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ATTACHMENT L

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AGREEMENT OF SETTLEMENT AND RELEASE

This Agreement of Settlement and Release ("Agreement") dated this 27 day of March, 1992, is entered into by and among DAVID L. LEVY and FLORENCE LEVY, as Co-Trustees of the Residual Trust created pursuant to the Will of Nathan Levy dated January 25, 1960 ("Levy"), CONOCO, INC., a Delaware corporation ("Conoco"), DOUGLAS OIL COMPANY OF CALIFORNIA, a California corporation ("Douglas"), and KAYO OIL COMPANY, a Delaware corporation ("Kayo") on October 4, 1991.

RECITALS:

This Agreement is made with respect to the following facts:

A. Levy is the owner of certain real property located at 11198 Washington Place, Culver City, California (the "Site").

B. On March 21, 1962, a Service Station Lease (Ground) was entered into between Nathan Levy and Florence Levy, as Lessor, in their individual capacities, and Douglas, as Lessee, for the period commencing on May 1, 1962 and ending on April 30, 1982.

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C. On May 20, 1976, a Modification of Lease and Option to Extend Service Station Ground Lease was entered into between Levy, as Lessor, and Douglas, as Lessee.

D. On March 1, 1977, a Service Station Ground Lease ("1977 Lease") was entered into between Levy, as Lessor, and Douglas, as Lessee, for the period commencing on March 1, 1977 and ending on April 30, 1992.

E. On January 15, 1987, an Assignment of Lease Agreement was entered into between Douglas, as Assignor, and Kayo, as Assignee, whereby Douglas assigned to Kayo its interest in the 1977 Lease.

F. Douglas has subleased the Site to various persons, corporations, joint ventures and/or other entities.

G. The last sublessee under the 1977 Lease was George Adamian, who operated the Site from 1984 until his eviction by Douglas in 1991 pursuant to an unlawful detainer proceeding arising from Adamian's failure to comply with the Los Angeles County, California ordinances dealing with the underground storage tank leak detection/tank monitoring program.

H. Other entities stored and dispensed petroleum products on the Site prior to the tenancy of Douglas.

I. Levy is concerned that due to the lengthy use of the Site as a gasoline service station, contamination may have resulted on or about the Site, and Levy has asserted that Conoco, Douglas and/or Kayo are obligated to investigate and remediate such contamination.

J. Conoco, Douglas and Kayo dispute that they are responsible for causing, or that they have any obligation to investigate or remediate, contamination on or about the Site.

K. The parties hereto desire to avoid litigation among themselves, to ensure that prompt action is taken to determine whether contamination exists on or about the Site and to comply with all applicable environmental laws.

L. Concurrently with the signing of this Agreement, Florence Levy, in her individual capacity, is signing a release in favor of Douglas, Kayo and Conoco in the form set forth in Exhibit A attached hereto.

THEREFORE, in consideration of the promises, agreements and conditions contained herein, the parties hereto agree as follows:

1. **DEFINITIONS.**

As used in this Agreement, the following terms have the following meanings:

1.1. "Levy" means Florence Levy and David L. Levy, as Co-Trustees of the Residual Trust created pursuant to the Will of Nathan Levy, dated January 25, 1960, and their successors in interest, affiliated entities, heirs, assigns, children, employees, agents, insurers and attorneys.

1.2. "Douglas" means Douglas Oil Company of California and its successors in interest, affiliated entities, subsidiaries, parent companies, directors, officers, shareholders, employees, agents, insurers and attorneys.

1.3. "Kayo" means Kayo Oil Company and its successors in interest, affiliated entities, subsidiaries, parent companies, directors, officers, shareholders, employees, agents, insurers and attorneys.

1.4. "Conoco" means Conoco, Inc. and its successors in interest, affiliated entities, subsidiaries, parent companies, directors, officers, shareholders, employees, agents, insurers and attorneys. Kayo and Douglas are wholly owned subsidiaries of Conoco.

1.5. The "Site" means the real property situated at 11198 Washington Place, on the southeast corner of Sepulveda Boulevard and Washington Place, in the City of Culver City, County of Los Angeles, State of California, described as Lots 9, 10 and 11 of Tract No. 9312, City of Culver City, as recorded in Book 142, pages 91 and 92 of Maps, Official Records of Los Angeles County.

1.6. "Contamination" means petroleum hydrocarbons or other hazardous substances associated with gasoline service station operations.

1.7. "Claim" and "claims" mean any and all existing or potential claims, causes of action, costs, expenses, obligations, attorneys' fees, court costs and liabilities of any kind whatsoever with respect to the Site.

1.8. The "1977 Lease" means the Service Station Ground Lease entered into by and between Levy and Douglas.

1.9. "Rental end date" means the earliest date on which any of the following occurs: (a) delivery to Levy of tank removal reports indicating no contamination above state action levels; (b) installation of a remedial system on the Site; or (c) an acceptable tenant commences payment of rent pursuant to a lease. For the purposes of this Agreement, the rental end date will not be deemed to have occurred unless the demolition is complete, all

known underground tanks have been removed, excavations have been filled and recompactd all as required in this Agreement, and all facilities required for remediation as approved by the responsible government agencies are in place on the Site consistent with Paragraph 4.4 herein.

1.10. "Acceptable tenant" means a creditworthy tenant offering a long term lease of at least ten years on the Site, at market rates, on commercially reasonable terms, even if the market rates vary from the rent provided for in Paragraph 3.2 herein.

2. PURPOSE.

The purpose of this Agreement is to terminate the 1977 Lease, resolve any and all claims, which Levy on the one hand, and Douglas, Kayo and Conoco individually or jointly on the other hand, has or may have against each other with respect to the Site, and to set forth certain obligations to be performed by the parties.

3. TERMINATION OF 1977 LEASE.

3.1. Termination and Access. The 1977 Lease, and all obligations and duties created thereby, shall terminate on the effective date of this Agreement. Levy agrees to grant Conoco access to the property without rent or fees for the purpose of fulfilling the Closure Obligations as set forth in this Agreement, for eighteen months after the date of this Agreement.

3.2. Rent. If the rental end date has not occurred by a date eighteen months from the date of this Agreement, Conoco will begin paying rent at the rate of \$1,000 a month plus property taxes. If the rental end date has still not occurred by twenty-four months from the date of this Agreement, Conoco will pay rent at the rate of \$4,000 a month plus property taxes until the rental end date.

3.3. New Tenant. Levy agrees to make good faith efforts to find a tenant for the site. Levy shall provide Conoco with evidence of its efforts on a quarterly basis, including identification of the brokerage firms, if any, involved, proposals made or received, advertisements, if any, and reasons for rejection of any offers. Levy will consider any bona fide and reasonable offer by brokers working at the request of Conoco from an acceptable tenant. Conoco agrees to indemnify Levy's tenant against all losses associated with the presence of

petroleum contamination originating on the Site, or the conduct of remedial action on the Site, including loss of the use of the property and any lost profits to the tenant, and will execute an indemnity substantially in the form attached as Exhibit B in favor of Levy's tenant.

3.4. Taxes. Conoco shall pay all taxes levied upon the Site beginning with the payment of rent as expressed in Paragraph 3.2 of this Agreement.

3.5. Utilities. Conoco shall obtain service and pay for all water, gas, heat, electricity and other utilities furnished to the Site for the purpose of conducting the Closure Obligations set forth herein.

3.6. Fencing. Conoco shall maintain and pay the cost of the temporary fencing located around the perimeter of the Site until the rental end date.

3.7. Indemnity. Conoco shall indemnify and hold Levy harmless from any claim or liability for injury to or death of persons or damage to property arising in any matter from Conoco's use of or access to the Site after the effective date of this Agreement, or arising in any manner from the conduct of the Closure Obligations set forth in Section 4 of the Agreement, to

the extent the claim or liability was not caused by the negligence or willful misconduct of Levy.

3.8. Title Matters and Release of Successor's Rights.

Concurrently with the execution of this Agreement, Conoco, Douglas, Kayo and Levy shall execute the memorandum of Agreement attached as Exhibit C hereto. The Memorandum of Agreement notifies interested parties of the intent of the parties hereto to bind future interests to the releases herein and Conoco's intent to expressly relinquish all interest in the Site. Immediately upon final execution, said Memorandum of Agreement shall be delivered to Levy, who shall record it in the property records of Los Angeles County. Conoco, Douglas and Kayo agree to execute such other documents as may be reasonably necessary in the future to release from record title any claims and rights that they may have in the Site by reason of the 1977 Lease or any other Lease.

4. CLOSURE OBLIGATIONS.

4.1. Site Demolition. Conoco shall, at its sole cost and expense, promptly demolish and haul away all existing improvements at the Site, including but not limited to, buildings, structures, pipes, landscaping, and paving, so as to render the Site level, free and clear of all improvements and debris.

4.2. Tank Closure. Conoco agrees to promptly remove all known underground petroleum storage tanks and conduct all necessary remediation of contamination at its sole cost and expense, as stated in Paragraph 4.3.

4.3. Remedial Work. All contamination of soil and/or groundwater shall be remediated only to the degree required by the responsible government agencies. The remediation system design shall be to the satisfaction of the responsible government agencies. Neither Conoco, Douglas nor Kayo shall be required to perform or pay for any investigation or remediation of any contamination which did not result from activities on the Site during the course of service station operations at the Site.

4.4. Location of Remediation Equipment. Levy agrees to allow 200 square feet of contiguous ground space along the eastern Site boundary for installation of the above-ground portion of a remediation system.

4.5. Soil Cuttings. During the term of possession of the Site by George Adamian, soil borings were augered by Mr. Adamian. Soil cuttings were generated during the course of that activity. The soil cuttings are stored in metal drums on the Site. Conoco shall determine whether said soil contains contamination at levels which require remediation or destruction as determined by responsible government agencies and shall handle said soil

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pursuant to the requirements of said agencies. In any event, Conoco shall not allow the drums to remain on the Site in excess of six (6) months or any time allowed by law for temporary storage, whichever is shorter.

4.6. Standard of Performance. All Closure Obligations as set forth in this Agreement shall be pursued as expeditiously as reasonably possible and shall be conducted in a good and workmanlike manner, and in accordance with all applicable laws and orders of any court or agency with jurisdiction over such matters. All permits shall be obtained by Conoco. No manifests or other shipping documents for any wastes or other materials shipped from Site in connection with these Closure Obligations shall identify Levy as the generator. All excavations created as part of these Closure Obligations shall be backfilled with uncontaminated fill and recompactd so that the fill has a weight bearing capacity at least as great as the native materials as certified by a California licensed geotechnical engineer. All excavations shall be properly filled and recompactd at the earliest possible date. Upon final approval of any remediation by the responsible government agencies, Conoco shall promptly remove all remedial equipment and properly abandon any wells associated therewith in a manner that minimizes damage to the Site or disturbance of any tenant.

4.7. Exchange of Information. Conoco shall be responsible for communicating directly with the responsible government agencies, and shall promptly provide Levy with copies of all permits, approvals, orders, citations, reports and correspondence of any kind to or from government agencies concerning any aspect of these Closure Obligations. Any report submitted by Conoco to a government agency shall not contain any statements concerning the Site which are not clearly substantiated by data contained in said report nor any statements that are unnecessary to obtain final closure approval for the tank removal.

5. UNDERGROUND STORAGE TANK CLEANUP FUND; MANNER OF PAYMENT.

5.1. Application to the Fund. If contamination is present in the soil or groundwater at the Site, Conoco shall timely prepare, and Levy shall cooperate with Conoco in the preparation and processing of applications to the State Underground Petroleum Storage Tank Cleanup Fund ("Fund") for reimbursement and/or prepayment of costs for the investigation and cleanup of contamination at or about the Site. Levy shall not bear any cost nor receive any benefit associated with such application.

6. **GENERAL RELEASES.**

6.1. Except as expressly herein provided, Levy hereby releases and forever discharges Douglas, Kayo and Conoco from any and all claims involving or relating to the Site.

6.2. Except as expressly herein provided, Conoco, Douglas and Kayo do hereby release and forever discharge Levy, and Florence Levy individually, from any and all claims involving or relating to the Site.

6.3. The foregoing releases shall not apply to claims for breach of this Agreement.

6.4. The foregoing releases shall apply to and bind persons or entities acquiring an interest in the Site in the future, but shall not apply to claims by any party hereto against another party hereto for contribution or indemnity arising out of any future claim brought against a party to this Agreement by one or more persons or entities who are not a party to this Agreement and who are not persons or entities who have acquired an interest in the Site subsequent to this Agreement, based upon any contamination or violations of legal obligations. Nothing in this paragraph shall give any party hereto the right to make claims against any other party hereto for damages resulting from the claiming party's negligence or willful misconduct.

6.5. The parties hereto understand and agree that, except as expressly provided in this Agreement, the released claims include any and all claims of every nature and kind whatsoever relating to the site or adjacent property, whether or not said claims are known or unknown, suspected or unsuspected. Each party acknowledges that it is familiar with and expressly waives the benefits of California Civil Code §1542.

6.6. Each party acknowledges that it may discover facts different from or in addition to those which it now knows or currently believes to be true. In such event, this Agreement shall nevertheless be and remain effective in all respects, notwithstanding such different or additional facts or the subsequent discovery thereof.

7. ARBITRATION, ATTORNEYS' FEES AND COSTS.

Each party shall bear its own attorneys' fees and costs in connection with the analysis, negotiation, and preparation of this Agreement and the matters covered hereby. In the event of any dispute for breach of or to enforce the provisions of this Agreement, the parties shall promptly submit to and have the dispute determined by binding arbitration. The prevailing party in such arbitration shall be awarded a reasonable sum as attorneys' fees and related costs to be paid by the other party. The parties agree that any such arbitration shall be instituted

in Los Angeles, California, and hereby submit to the rules of the American Arbitration Association.

8. MISCELLANEOUS PROVISIONS.

8.1. Amendments. No amendments, waivers or variations of the terms of this Agreement shall be enforceable unless made in writing and executed by the party to be charged therewith.

8.2. Counterpart Execution. This Agreement may be executed in duplicative counterparts, each of which shall be deemed an original but all of which when taken together shall constitute one and the same instrument.

8.3. Construction. No party to this Agreement shall be deemed to be the drafter of any provision hereof for purposes of interpretation. Paragraph headings contained herein are for the purpose of organization only and shall not be construed to define, limit or extend the scope or intent of this Agreement.

8.4. Entire Agreement. This Agreement is an integrated writing and contains the entire understanding among the parties regarding the matters addressed herein and, except as set forth in this Agreement, no representations, warranties or promises have been made or relied upon by the parties to this Agreement.

This Agreement shall prevail over all prior and contemporaneous communications regarding the matters addressed herein.

8.5. Applicable Law. This Agreement shall be governed, construed and enforced according to the laws of the State of California.

8.6. No Admission of Liability. This Agreement is a compromise of disputed claims and shall not be considered an admission of liability by any party hereto, nor a waiver or admission of any position either party has maintained or may maintain with respect to the site.

8.7. Authority. Insofar as any signature is affixed hereto in a representative capacity, the person so signing personally represents and warrants that he or she has the full authority to execute this Agreement on behalf of such party and is acting within the scope of such authority.

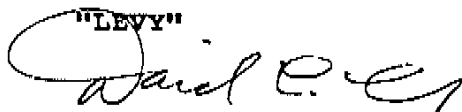
8.8. Trustees Not Personally Liable. The persons signing this Agreement on behalf of Levy are acting as Co-Trustees of the Residual Trust created pursuant to the Will of Nathan Levy dated January 25, 1960, and shall have no personal liability hereunder. The sole remedy of Conoco, Douglas and Kayo hereunder shall be to resort to the assets of the Residual Trust estate.

8.9. No Other Parties Benefitted. Except as provided in paragraph 3.3 above, this Agreement is not intended to create and shall not be deemed to create in any person, entity or party which is not a party to this Agreement any rights, benefits, actions, causes of action, claims, or similar matters of any kind whatsoever, all of which are expressly hereby denied.

8.10. Incorporation of Exhibits. All exhibits referenced herein shall be attached to this Agreement upon the execution hereof and are incorporated herein by this reference.

8.11. Cooperation of the Parties. In all instances the parties shall cooperate and act in good faith. Additionally, the parties shall cooperate with each other in pursuit of claims against other responsible parties.

IN WITNESS WHEREOF, each party hereto has executed this Agreement as of the date set forth above.

"LEVY"

DAVID L. LEVY, as Co-Trustee of the
Residual Trust created pursuant to
the Will of Nathan Levy dated
January 25, 1960

Dated: March 30, 1992

[SIGNATURES CONTINUE ON NEXT PAGE]

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Florence Levy
FLORENCE LEVY, as Co-Trustee of the
Residual Trust created pursuant to
the Will of Nathan Levy dated
January 25, 1960

Dated: March 30, 1992

"CONOCO"

CONOCO, INC.,
a Delaware corporation

By: J.S. Hill
Its: J.S. Hill Attorney-in-Fact

Dated: March 27, 1992

"DOUGLAS"

DOUGLAS OIL COMPANY OF CALIFORNIA,
a California corporation

By: R.B. Merchant
Its: President

Dated: March 27, 1992

"KAYO"

KAYO OIL COMPANY,
a Delaware corporation

By: J.S. Hill
Its: J.S. Hill Vice-President

Dated: March 27, 1992

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APPROVED AS TO FORM:


GREENBERG, GLUSKER, FIELDS, CLAMAN & MACHTINGER

By:


PETER J. NIEMIEC
Attorneys for David L. Levy
and Florence Levy, as Co-Trustees

HERLINDA GONZALEZ

By:


HERLINDA GONZALEZ,
Attorneys for Douglas Oil
Company of California, Kayo
Oil Company and Conoco Inc.

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EXHIBIT "A"

RELEASE BY FLORENCE LEVY

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RELEASE BY FLORENCE LEVY

Florence Levy, who was a Lessor under a Service Station Lease (Ground) for the period commencing on May 1, 1962 and ending on April 30, 1982, concerning certain real property located at 11198 Washington Place, Culver City, California, individually and not in her capacity as Trustee, hereby personally executes this release as an individual, solely for the purpose of personally releasing certain claims or potential claims against Conoco, Douglas and Kayo, on the terms and provisions set forth below. Florence Levy shall have no obligations of any kind whatsoever under the Agreement of Settlement and Release dated March 27, 1992 ("Agreement"). The releases of Conoco, Douglas and Kayo contained in the Agreement are hereby also made effective with respect to Florence Levy in her individual capacity.

Subject to and conditioned upon the full and satisfactory performance by Douglas, Kayo and Conoco of all of their obligations under the Agreement, and except as expressly provided therein, Florence Levy, individually, hereby releases and forever discharges Douglas, Kayo and Conoco from any and all claims involving or relating to any contamination of the real property and improvements located at 11198 Washington Place, Culver City, California with petroleum hydrocarbons or other substances associated with service station operations, which first came to be located on or beneath such property prior to the date hereof. This release shall be binding upon her successors in interest, heirs, assigns, children, agents, insurers and attorneys.

IN WITNESS WHEREOF, Florence Levy has executed this document this _____ day of March, 1992 at Los Angeles, California.

FLORENCE LEVY, individually

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EXHIBIT "B"

FORM OF INDEMNITY TO TENANT

INDEMNITY

Conoco shall indemnify, defend, and hold harmless Tenant including its successors in interest, affiliated entities, subsidiaries, directors, officers, shareholders, employees, agents, heirs, and assigns from and against any and all claims, losses, liabilities, damages, costs and expenses, including, without limitation, the value of the loss of use of any portion of the property (except for the 200 square feet of contiguous ground space along the eastern Site boundary for installation of the above-ground portion of the remediation system), any lost profits, reasonable attorneys' fees and expert costs, suffered or incurred by Tenant as a result of or in any way arising out of the presence of petroleum hydrocarbon contamination on the property or the conduct of remedial action on the property. Without limiting the foregoing, this indemnity extends to any losses in connection with any investigation, inquiry, order, hearing, action or other proceeding by or before any government agency in connection with the presence of petroleum contamination on the site or the conduct of remedial action on the site, or any claim, demand, or cause of action, or other action or proceeding, whether meritorious or not, brought or asserted against the Tenant which directly or indirectly relates to, arises from or is based upon the presence of petroleum contamination on the site or the conduct of remedial action on the site.

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EXHIBIT "C"

**MEMORANDUM OF
AGREEMENT OF SETTLEMENT AND RELEASE**

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**MEMORANDUM OF
AGREEMENT OF SETTLEMENT AND RELEASE**

This Memorandum of Agreement of Settlement and Release ("Memorandum"), dated for identification purposes only March 27, 1992, is entered into by and among DAVID L. LEVY and FLORENCE LEVY, as Co-Trustees of the Residual Trust created pursuant to the Will of Nathan Levy dated January 25, 1960 ("Levy"), CONOCO INC., a Delaware corporation ("Conoco"), DOUGLAS OIL COMPANY OF CALIFORNIA, a California corporation ("Douglas"), and KAYO OIL COMPANY, a Delaware corporation ("Kayo"), regarding 11198 Washington Place, Culver City, California (the "Site"), which Site is more fully described as follows:

Lots 9, 10 and 11 of Tract No. 9312, City of Culver City, as recorded in Book 142, pages 91 and 92 of Maps, Official Records of Los Angeles County.

Recited below are specific excerpts from the Agreement of Settlement and Release dated March 27, 1992 by and among the above parties, which are contained herein and are being recorded to provide notice thereof to all interested parties.

"Except as expressly [in said Agreement] provided, Levy hereby releases and forever discharges Conoco, Douglas, and Kayo from any and all claims involving or relating to the Site.

Except as expressly [in said Agreement] provided, Conoco, Douglas, and Kayo do hereby release and forever

discharge Levy, and Florence Levy individually, from any and all claims involving or relating to the Site."

The covenants, agreements and releases contained in the paragraphs quoted above shall be binding upon all persons and entities which acquire any interest in the Site after the date hereof, but only with respect to matters occurring prior to the date of execution hereof.

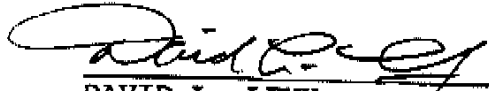
Each of Conoco, Douglas and Kayo hereby acknowledges, represents and warrants to any party which has or hereafter acquires any interest in the Site that, as of the date of execution hereof, it has no interest whatsoever in or with respect to the Site. Without limiting the generality of the foregoing, none of such parties has any remaining interest whatsoever under (i) the lease described in the memorandum of lease recorded on April 20, 1962 as Instrument No. 1570 of the Official Records of Los Angeles County ("Official Records"), or (ii) the lease described in the memorandum of lease recorded on March 4, 1977 as Instrument No. 77-227749 of the Official Records, both of which leases have been terminated.


This Memorandum may be executed in counterparts, each of which shall be an original but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, each party hereto has executed this Memorandum as of the date first set forth above.


"LEVY"

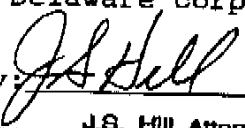
~~(signatures on next page)~~


DAVID L. LEVY, as Co-Trustee
of the Residual Trust created
pursuant to the Will of Nathan
Levy dated January 25, 1960


FLORENCE LEVY, as Co-Trustee
of the Residual Trust created
pursuant to the Will of Nathan
Levy dated January 25, 1960

"CONOCO"

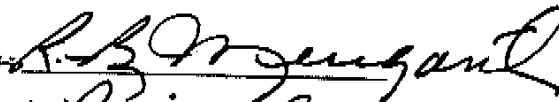

CONOCO, INC.,
a Delaware corporation

By: 
Its: J.S. Hill Attorney-in-Fact

By: _____
Its: _____


"DOUGLAS"



DOUGLAS OIL COMPANY OF CALIFORNIA,
a California corporation

By: 
Its: President

By: _____
Its: _____

"KAYO"


KAYO OIL COMPANY,
a Delaware corporation

By: 
Its: J.S. Hill Vice-President

By: _____
Its: _____

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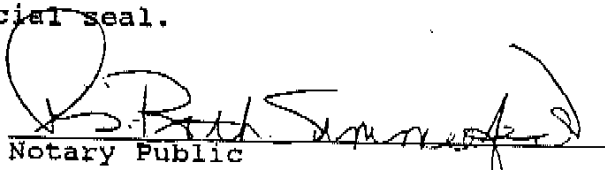
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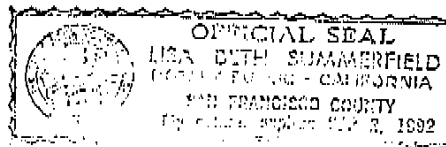
STATE OF CALIFORNIA)
) ss.
COUNTY OF LOS ANGELES)

On March 30, 1992, before me, the undersigned, a Notary Public in and for said State, personally appeared DAVID L. LEVY, personally known to me or proved to me on the basis of satisfactory evidence to be the Co-Trustee of the Residual Trust created pursuant to the Will of Nathan Levy dated January 25, 1960, whose name is subscribed to the within instrument, and acknowledged to me that he executed the same as trustee.

WITNESS my hand and official seal.

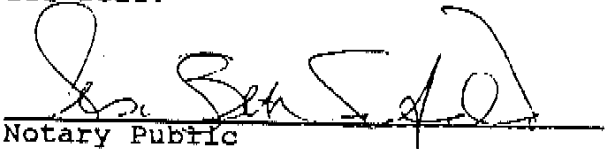

Notary Public

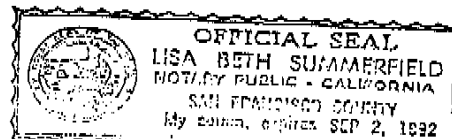
STATE OF CALIFORNIA)
) ss.
COUNTY OF LOS ANGELES)



On March 30, 1992, before me, the undersigned, a Notary Public in and for said State, personally appeared FLORENCE LEVY, personally known to me or proved to me on the basis of satisfactory evidence to be the Co-Trustee of the Residual Trust created pursuant to the Will of Nathan Levy dated January 25, 1960, whose name is subscribed to the within instrument, and acknowledged to me that she executed the same as trustee.

WITNESS my hand and official seal.


Notary Public



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STATE OF TEXAS

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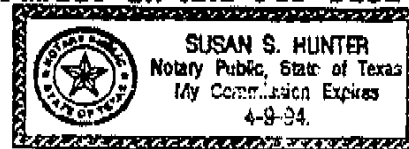
COUNTY OF HARRIS

On this 27th day of March in the year 1992, before me, Susan S. Hunter, a Notary Public of said State, duly commissioned and sworn, personally appeared J. S. Hill, personally known to me to be the person whose name is subscribed to this instrument as the attorney-in-fact of Conoco Inc. and acknowledged to me that he subscribed the name of J. S. Hill thereto.

In Witness Whereof, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

Susan S. Hunter
Notary Public In And For Said State

MY COMMISSION EXPIRES:

April 9, 1994

STATE OF TEXAS

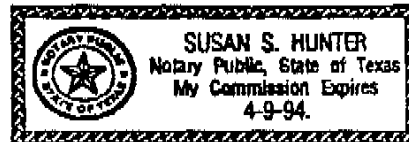
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COUNTY OF HARRIS

On this 27th day of March, 1992, before me, Susan S. Hunter, a Notary Public, personally appeared R. B. Merchant known to me to be the President of the corporation that executed the within instrument and acknowledged to me that such corporation executed the within instrument.

Susan S. Hunter
Notary Public In And For Said State

MY COMMISSION EXPIRES:

April 9, 1994

STATE OF TEXAS

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COUNTY OF HARRIS

On this 27th day of March, 1992, before me, Susan S. Hunter, a Notary Public, personally appeared J. S. Hill known to me to be the Vice President of the corporation that executed the within instrument and acknowledged to me that such corporation executed the within instrument.

Susan S. Hunter
Notary Public In And For Said State

MY COMMISSION EXPIRES:

April 9, 1994